



# ***Borough of Chambersburg***

*A full service municipality in Franklin County  
celebrating over 65 years of consumer owned natural gas service  
over 120 years of community electric and a  
regional wastewater, water, and municipal solid waste utility*

## **REQUEST FOR PROPOSALS (RFP)**

**Borough of Chambersburg, PA**

### **THIRD PARTY HEALTH CODE & RESTAURANT/FOOD SERVICE PERMIT ENFORCEMENT SERVICES**

On Behalf of the Chambersburg Board of Health

#### **PROJECT OVERVIEW**

On June 3, 2019, the Borough of Chambersburg (the “Borough”) notified our existing Health Code & Restaurant/Food Service Permit Enforcement agency that the Borough would be accepting proposals for the operation of a Borough authorized Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency to perform the services needed by the Borough.

**The Borough intends to award a contract on August 26, 2019, with full responsibility for these services beginning on January 1, 2020,** to the responsive, responsible proposer that meets the qualification and experience requirements; has a certifiable track record of managing and operating a Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency; and submits a proposal that is most advantageous to the Borough, its citizens, and other users of these services.

The existing agency will transition their customer database to begin preparations for 2020 permits and inspections in September 2019 and therefore the chosen agency must be prepared to be fully operational by that date.

The existing agency has been invited to respond to this Request for Proposals.

The Borough of Chambersburg will similarly consider the in-house Borough-employee (rather than third party agency) delivery of these services contemporaneously with the review of this Request for Proposals.

A proposer may select various ways of presenting the information requested of their proposal, which may include but should not be limited to the following: the type of services which they are capable of performing, the resumes of those inspectors who would be performing these services, references from users of their inspection systems or other municipalities, and a willingness to agree to the proposed contractual agreement enclosed herein.

The contract will be in the form of a professional services agreement. The agreement shall detail all terms and conditions required by the Borough. The Borough reserves the rights to reject any or all proposals; to waive any defects, errors, omissions, irregularities or informalities in a proposal or the proposal procedure; and to accept any proposal which it may deem to be for, or in the best interest of, the Borough.

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**BACKGROUND INFORMATION**

The incumbent Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency is the Pennsylvania Municipal Code Alliance of Chambersburg, Pennsylvania.

State law allows any applicant for health inspection services to utilize a State certified health inspector. This RFP includes the ability to perform inspections, but is primarily a request for a Third Party Health Code Agency to perform administration and organization of the permit processing system in addition to inspections. A proposer should emphasize their ability to manage the entire Health Code & Restaurant/Food Service Permit System.

Specifically, one person at the Agency that is selected will be named the Borough's Health Code Official and will act in that capacity for the Borough. An alternate may be appointed as well.

The Borough of Chambersburg has trained and qualified employees who will work with the staff of the proposer to implement the services detailed herein. The ability to work together on the successful implementation of these programs is an important quality in selecting the appropriate independent contractor. A proposer should emphasize their ability to work with Chambersburg Borough employees.

Due to the organization of the Borough, some services may have a different point of contact but, in general, supervision will be by the Borough Manager, Assistant Borough Manager, and the Board of Health; an appointed group of volunteers who are all health care professionals.

**COMPENSATION**

With respect to the administration of the Health Code & Restaurant/Food Service Permit Enforcement Services system, the Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will be authorized to collect those fees and charges from permit holders and applicants as may be detailed in your proposed Fee Schedule. No applicant fees will be paid to the Borough and no fees charged to an applicant for services will be paid for by the Borough.

With respect to Other Services, as may be requested from time to time, the Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will be paid by the Borough based upon prior agreed upon proposals for these Services.

Please note that for the 2020 calendar year, the Borough of Chambersburg and the Third Party Health Code & Restaurant/Food Service Permit Enforcement Services Agency will need to meet and discuss the 2020 Health Code license permit process, rules, policies, and a checklist.

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**THIRD PARTY HEALTH CODE & RESTAURANT/FOOD SERVICE PERMIT ENFORCEMENT AGENCY REQUIREMENTS**

**ALL RULES ENFORCED ARE THE RULES AS ESTABLISHED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.** The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will be expert at those laws and rules.

The Borough wants to encourage small businesses, entrepreneurs, farmers' markets, and food trucks to site their operations in the Borough of Chambersburg. A permit process that encourages these operations and a fee schedule that recognizes the tight budget of start-up businesses would be an advantage for a proposer.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will demonstrate experience with the licensing and inspection of mobile food vendors and street fair food vendors.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will have personnel qualified and certified by the Pennsylvania Department of Agriculture Food Safety Program to perform facility reviews and inspections as required by State Law and the related Codes therein referenced, as well as those services related to the administration of a health license system, to be provided on an as-needed basis at a local "Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency" office, to be located in Chambersburg Borough, Franklin County.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will have personnel qualified, certified, and familiar with both the Code of Borough of Chambersburg and the Health Code, so as to assist the Borough with plan reviews and inspections as required by The Retail Food Safety Act and The Food Safety Act and the related Codes therein referenced, as well as those services related to the administration of a permit system, to be provided on an as-needed basis at a local "Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency" office, to be located in Chambersburg Borough, Franklin County.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will have personnel qualified to read and review facility plans, engineering specifications, and architectural drawings of food service facilities.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will have a retail location in Chambersburg Borough, Franklin County, providing regular office hours of at least Monday through Friday, 8:00 a.m. until 5:00 p.m; and must include some Saturday hours of operation.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will respond 24/7 to emergency inspection calls initiated by the Chambersburg Fire Department and the Chambersburg Codes Office to address emergency conditions in food service locations (i.e. fires, electrical issues, property damage, imminent danger to health and

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safety).

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will have a website and 24/7/365 emergency contact information. The Agency will respond to, on average, four to six food service citizen complaints per calendar month.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will have proper certifications and insurance.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will have a demonstrated history of good customer service and a record of education on code issues within the community.

The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will have a system of addressing permit holder complaints, encouraging an open and communicative process, where applicants can easily obtain information and material to determine their requirements and their application needs.

Please refer to the City of Philadelphia website as a model:

<https://business.phila.gov/food-preparing-and-serving/>

A document, such as the enclosed link, must be prepared and maintained for applicants in the Borough of Chambersburg:

<https://business.phila.gov/media/A-Guide-to-Starting-Your-Food-Related-Business.pdf>

Finally, the Borough of Chambersburg will work to implement handouts and check-lists for food permit applicants as well as customers with complaints.

Board of Health: The Borough of Chambersburg maintains a Board of Health of volunteer citizens and/or medical officials. In all cases, issues related to illness, food borne illness, and other health and communicable disease information is handled directly by the Board of Health. The Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency will prepare for, brief, and participate in quarterly meetings of the Board of Health. Any food service violations are reviewed at these meetings.

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**PROPOSAL EVALUATION**

Proposals received will be reviewed by a selection panel comprised of staff from the Borough Manager's office, which will evaluate the offer in the following areas:

1. The names and qualifications of the personnel who will be assigned to work with the Borough on these programs
2. The type and tenure of the experience of both the agency and the individuals who will perform these programs
3. The location, hours, layout, forms, etc., of the Third party Health Code & Restaurant/Food Service Permit Enforcement Agency office, to be located in Health Code & Restaurant/Food Service Permit
4. References from other municipalities for whom the proposer has provided the same or similar services
5. Interviews with primary point of contact for each proposer
6. Understanding of the needs of the Borough of Chambersburg, our residents, and businesses
7. Verbal and written skills of the proposer
8. Acumen in dealing with enforcement procedures
9. Presentation quality
10. Flexibility in managing the transition created by the proposal
11. Cost

Please note that the Borough reserves the right to modify this criteria by either adding additional criteria to the evaluation or disregarding criteria found to be not applicable to the decision making process.

**PROPOSAL SUBMISSION**

The proposal must be received in hand by the Borough no later than **5:00 p.m. on Monday, July 29, 2019**. Proposals may not be submitted electronically or by fax. All proposals must be in an envelope clearly marked "Proposal for Borough of Chambersburg" and bearing the name of the proposer and "Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency".

Proposers must provide at least three (3) municipal clients as references, preferably Franklin County municipalities.

Proposals shall be addressed to:  
Jamia L. Wright, Borough Secretary  
100 South Second Street  
Chambersburg, PA 17201

Inquiries about this RFP shall be directed in writing to the Borough Secretary at the address above or e-mailed to [jwright@chambersburgpa.gov](mailto:jwright@chambersburgpa.gov). All questions and responses will be posted on the Borough's website at [www.chambersburgpa.gov](http://www.chambersburgpa.gov); click the

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“Transparency” link on the homepage and scroll down to the “Sealed Bids & Proposals” section.

The Borough may issue an Addendum if deemed necessary by the Borough to address or clarify this Request for Proposals prior to the submission deadline. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding or legally effective.

The following items must be included in your submission:

1. A completed Simple Proposal Cover Sheet, enclosed herein, including:
  - a. Proposed lump sum costs for those items being paid by the Borough
  - b. Proposed hourly rate for those items being paid by the Borough
2. The Proposer’s full and complete proposed fee schedule
3. The Borough Non-Discrimination Notice acknowledged, enclosed herein
4. The Borough Non-Collusion Statement acknowledged, enclosed herein
5. Any and all other information that the Proposer feels would be helpful including but not limited to:
  - a. The names and qualifications of the personnel who will be assigned to work with the Borough on these programs
  - b. The type and tenure of the experience of both the agency and the individuals who will perform these programs
  - c. The location, hours, layout, forms, etc. of the Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency office, to be located in Chambersburg Borough, Franklin County
  - d. References from other municipalities
  - e. Proof from State agencies that your firm can provide these services
  - f. Proof of proper insurance

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**CONTRACTUAL AGREEMENT**

A completed Professional Services Agreement, which is customizable for inclusion in the final contract language, in a form approved by the Borough Solicitor, will be required of the successful proposer. A sample Agreement is enclosed herein.

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**PROFESSIONAL HEALTH CODE ENFORCEMENT SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **BOROUGH OF CHAMBERSBURG**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal address of 100 South Second Street, Chambersburg, Pennsylvania (hereinafter the “MUNICIPALITY”) and

\_\_\_\_\_,  
a corporation organized and existing under the laws of the State of Pennsylvania with a principal address of \_\_\_\_\_ (hereinafter the “CODE AGENCY”).

**WHEREAS,** CODE AGENCY has personnel qualified and is certified by the Pennsylvania Department of Agriculture to perform plan reviews and inspections as required by State Law and the related Codes therein referenced, as well as those services related to the administration of a permit system, to be provided on an as needed basis at a local “Third party Health Code & Restaurant/Food Service Permit Enforcement Agency” office, to be located in Chambersburg Borough, Franklin County, in exchange for payment of fees as set forth herein and as may be retained by CODE AGENCY for these services;

**WHEREAS,** with respect to Pennsylvania Act 106 of 2010, which established Chapter 57, Food Protection, in Title 3 of the Consolidated Statutes, which set statewide standards for retail and all other food safety inspections through two laws to be known as THE RETAIL FOOD SAFETY ACT and THE FOOD SAFETY ACT as well as those related sections of Chapter 65, FOOD EMPLOYEE CERTIFICATION ACT; together known as THE FOOD SAFETY ACT, and as referred to collectively in MUNICIPALITY LOCAL LAWS as the HEALTH CODE, the MUNICIPALITY has elected to administer and enforce all related codes locally and requires the services of a qualified Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency to assist the MUNICIPALITY with the supervision and administration of the permit and inspection system so as to properly enforce this Code;

**WHEREAS,** CODE AGENCY has personnel qualified and certified and familiar with both the MUNICIPALITY LOCAL LAWS and the HEALTH CODE, so as to assist MUNICIPALITY with plan reviews and inspections as required by THE RETAIL FOOD SAFETY ACT and THE FOOD SAFETY ACT and the related Codes therein referenced, as well as those related services to the administration of a permit system, to be provided on an as-needed basis at a local Third Party Health Code & Restaurant/Food Service Permit Enforcement Agency office, to be located in Chambersburg Borough, Franklin County, in exchange for payment of fees as set forth herein and as may be retained by CODE AGENCY for these services;

**WHEREAS,** CODE AGENCY has presented a proposal to the MUNICIPALITY for such SERVICES, having been reviewed by staff and indicating the ability of CODE AGENCY to provide these SERVICES to the MUNICIPALITY pursuant to the terms and conditions contained herein; and

**WHEREAS,** the legislative intent of entering into this AGREEMENT is to protect the property, health, safety and welfare of the citizens and businesses of the MUNICIPALITY;

**NOW THEREFORE,** in consideration of the foregoing, the parties hereto agree as follows:

**1. RECITALS.**

The above recitals are incorporated herein by reference thereto and made a part of this AGREEMENT.

**2. APPOINTMENT OF HEALTH CODE OFFICIAL.**

MUNICIPALITY herein appoints \_\_\_\_\_ as its agent to represent MUNICIPALITY as its Health Code Official pursuant to the laws of the Commonwealth. When the Health Code Official is absent or incapacitated or there is a vacancy in the office, the duties of the office shall be discharged by an alternate Health Code Official, which can be appointed at any time by act of the governing body of the MUNICIPALITY. While discharging the duties of the Health Code Official, the alternate Health Code Official may use the title Health Code Official. The Health Code Official may utilize as many field inspectors and plan

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reviewers as they feel necessary to represent the interests of the MUNICIPALITY.

### **3. SCOPE OF SERVICES.**

The SERVICES, as provided for in APPENDIX A of this AGREEMENT, may also include, but are not limited to: ongoing matters involving the enforcement of those Codes and Local Laws detailed herein, which may be amended from time to time by the mutual consent of the parties.

### **3. GENERAL STANDARDS.**

A. CODE AGENCY shall perform all SERVICES in accordance with the general accepted standards and practices used in the profession. CODE AGENCY shall render diligently and competently all municipal SERVICES which shall be necessary or advisable for the expeditious, economical, and sound execution of the program, with due consideration given to applicable laws, regulations, and environmental requirements and the protection of the public health, safety, and welfare. The enumeration of specific duties and obligations to be performed by CODE AGENCY hereunder shall not be construed to limit the general ethical requirements in the undertakings of CODE AGENCY.

B. Any opinions related to enforcement of those Codes and Local Laws as provided for in this AGREEMENT shall be made on the basis of CODE AGENCY's experience and qualifications and represent the best judgment of an experienced and qualified Code Official familiar with such Codes and Local Laws. MUNICIPALITY acknowledges that CODE AGENCY has great latitude in the proper enforcement of Codes and Local Laws, and that CODE AGENCY should exercise reasonable enforcement to protect the property, health and safety of the citizens of the MUNICIPALITY. In no way should the prosecutorial discretion used in enforcement of the Codes be construed to permit violation of any local, state, or federal law.

C. MUNICIPALITY shall not be responsible for discovering deficiencies in the accuracy of the CODE AGENCY's work. CODE AGENCY shall cause to be corrected, at no expense to the MUNICIPALITY, any deficiencies in the accuracy of the CODE AGENCY's work, except to the extent any such deficiencies are due to deficiencies in information or services provided by the MUNICIPALITY, its other consultants, agents or representatives, or other persons or entities not under the control of CODE AGENCY, unless such deficiencies should have been reasonably known to CODE AGENCY when acting with reasonable care and due diligence. Furthermore, CODE AGENCY shall correct, at no expense to the MUNICIPALITY, any and all defects resulting from the negligence of CODE AGENCY. The MUNICIPALITY shall within in a reasonable timeframe notify CODE AGENCY in writing of any defects which the MUNICIPALITY believes are attributable to the negligence of CODE AGENCY after discovery of the same.

### **4. GENERAL SCOPE OF WORK.**

A. At no time shall CODE AGENCY be represented as being synonymous in name, likeness, or otherwise as the MUNICIPALITY.

B. CODE AGENCY shall appear on site by the following business day to perform all requested inspections or requests from applicants for site visits, as measured from the day that either a permit application is hand stamped and accepted by CODE AGENCY or a telephone call is logged with a request for inspection or site visit, if said call is made during normal business hours.

C. With respect to emergencies involving imminent danger to property, health, safety and welfare (i.e. structure fire, building collapse, health emergency, etc.), CODE AGENCY shall respond within two (2) hours to all requested inspections or requests from authorized emergency responders for a site visit, as measured by duly appointed representatives of the MUNICIPALITY.

D. MUNICIPALITY shall maintain the emergency cell phone (or similar) contact information for a minimum of two (2) qualified inspectors for each service provided. It is the responsibility of CODE AGENCY

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to notify MUNICIPALITY should new employees or new contact information be required.

E. CODE AGENCY shall maintain open office hours at a location in Chambersburg Borough, Franklin County, for customers to visit in person and receive services. CODE AGENCY shall have open office hours at a minimum of Monday through Friday from 8 a.m. to 5 p.m. excluding holidays and unforeseen emergencies.

F. CODE AGENCY shall maintain a website, at its own expense, and under its control, that should display no less than accurate contact information, address, email contact, links to State websites regarding Codes, and a list of member municipalities and the SERVICES performed for each.

G. CODE AGENCY shall install either a digital computer based permit application software system or shall scan for MUNICIPALITY every permit application into a mutually agreed upon digital document format so that a digital copy of every permit application can be filed with its corresponding MUNICIPALITY within one business day from its receipt. Further, all building plans received for plan review must include one copy of said plans in a mutually agreed upon digital format on transportable digital media (i.e. memory stick) so that a full set of digital plans can be given to the corresponding MUNICIPALITY for record retention.

H. The SERVICES provided by the employees, agents, and representatives of CODE AGENCY under this AGREEMENT are provided as independent contractors. Nothing in this AGREEMENT shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the SERVICES or ADDITIONAL SERVICES performed pursuant to this AGREEMENT shall at all times and places be subject to CODE AGENCY's sole direction, supervision, and control. CODE AGENCY shall exercise control over the means and manner in which it, its employees, and subcontractors perform the SERVICES. CODE AGENCY does not have the power or authority to bind the MUNICIPALITY in any promise, agreement, or representation unless expressly provided written authorization to do so.

I. Those employees, agents, and representatives of CODE AGENCY shall be held to the same customer service performance standards as municipal employees and the management of CODE AGENCY shall take seriously all complaints as to the customer service performance of its employees, agents, and subcontractors.

J. CODE AGENCY shall provide a representative to attend at least one (1) public meeting of the MUNICIPALITY each month (either the governing body or a sub-committee meeting such as a Health Board) as needed. CODE AGENCY shall provide a representative to represent the MUNICIPALITY at all State Code Enforcement issue meetings, seminars, etc., as needed. There shall be no additional compensation for attendance.

K. CODE AGENCY shall provide a representative to attend every Code Appeal Board (or similar) hearing and shall give testimony as needed at each Code Appeal Board proceeding as provided under this AGREEMENT. There shall be no additional compensation for attendance.

L. CODE AGENCY shall provide a representative to attend every civil and criminal hearing and shall give testimony as an expert witness representing the interests of the MUNICIPALITY for each enforcement action taken under those SERVICES as provided under this AGREEMENT. There shall be no additional compensation for attendance.

M. CODE AGENCY shall provide a representative to attend one staff meeting (or similar meeting) per calendar quarter and shall be prepared to provide staff with information related to enforcement of the Codes and/or a report on activities underway at CODE AGENCY and at the offices of the MUNICIPALITY. There shall be no additional compensation for attendance.

N. CODE AGENCY shall provide technical assistance to the MUNICIPALITY in enforcement and consultation with reference to issues involving the Pennsylvania Uniform Construction Code, the International Plumbing Code and the International Fire Code as the same may be in effect in the MUNICIPALITY from time-to-time. There shall be no additional compensation for this technical assistance.

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O. The MUNICIPALITY may request, or CODE AGENCY may suggest additional consulting services (hereinafter "ADDITIONAL SERVICES") that are necessary to enforce various Codes. In the event MUNICIPALITY requests ADDITIONAL SERVICES or CODE AGENCY suggests ADDITIONAL SERVICES, CODE AGENCY shall prepare and submit to the MUNICIPALITY a proposal detailing the scope of work requested and the proposed maximum fee for such ADDITIONAL SERVICES (the proposed fee shall reflect estimated hours and reimbursable expenses). If the ADDITIONAL SERVICES proposal is approved by the MUNICIPALITY, the total fee charged by CODE AGENCY shall not exceed the accepted proposed fee for such ADDITIONAL SERVICES.

### **5. STOP WORK ORDERS AND NOTICES OF VIOLATIONS (NOV).**

CODE AGENCY is herein authorized to prepare and execute Stop Work Orders and Notices of Violations (NOV) to protect the property, health, safety, and welfare of the citizens and businesses of the MUNICIPALITY.

### **6. INVOICES FOR CHARGES PAID BY MUNICIPALITY.**

A. Invoices shall be submitted monthly by CODE AGENCY, are due upon presentation, and shall be considered past due if not paid within thirty (30) days of the invoice date. If payment is not received by CODE AGENCY within forty-five (45) days of the invoice date, the MUNICIPALITY shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is less, of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

B. If the MUNICIPALITY objects to any portion of an invoice, the MUNICIPALITY shall so notify CODE AGENCY in writing within twenty (20) days of receipt of the invoice. The MUNICIPALITY shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the MUNICIPALITY on all disputed invoiced amounts resolved in CODE AGENCY's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

C. If the MUNICIPALITY fails to make payments when due and/or fails to dispute invoices in accordance with subsection (B) above, or otherwise is in breach of this AGREEMENT, CODE AGENCY may suspend performance of services upon ten (10) days' notice to the MUNICIPALITY. CODE AGENCY shall have no liability whatsoever to the MUNICIPALITY for any costs or damages as a result of such suspension caused by any breach of this AGREEMENT by the MUNICIPALITY.

D. CODE AGENCY will maintain accounting records and time records in accordance with generally accepted accounting principles and generally accepted corporate practices to substantiate all invoiced amounts.

### **7. CHARGES PAID BY PERMIT HOLDERS OR PERMIT APPLICANTS.**

A. CODE AGENCY is hereby authorized to collect those fees and charges for permits, plan review, and inspections as detailed on the proposed fee schedule in APPENDIX B. These fees and charges shall be considered just compensation for the SERVICES performed in APPENDIX A, unless detailed otherwise.

B. MUNICIPALITY shall, within a reasonable period of time, and from time to time as requested, adopt by motion or Resolution those fees and charges as recommended by CODE AGENCY. If, in the opinion of the MUNICIPALITY, the fees and charges as recommended by CODE AGENCY do not receive a majority approval of the governing body of the MUNICIPALITY, CODE AGENCY must provide to MUNICIPALITY, within ten (10) days' of notice, a revised fee proposal to the MUNICIPALITY or written notice of CODE AGENCY'S continued acceptance of the fees and charges then in effect. CODE AGENCY shall negotiate with good faith a revised fee proposal. Nothing in this section prevents either party from cancelling this Agreement, in accordance with the termination provisions contained herein, due to a disagreement about the

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fee schedule.

C. Any failure by an applicant or permit holder to pay those fees and charges for permits, plan review, and inspections as detailed on the proposed fee schedule in APPENDIX B is sufficient grounds for CODE AGENCY to withhold performance of those SERVICES as detailed in APPENDIX A with respect to that particular applicant or permit holder. All fees and charges must be paid in full in order for an applicant or permit holder to receive approval or authorization to proceed by CODE AGENCY. CODE AGENCY is herein authorized to use all legal means to collect said fees and charges.

### **8. CODE AGENCY'S PERSONNEL AND SUBCONTRACTORS.**

The key personnel and subcontractors of CODE AGENCY as identified in the Proposal submitted by CODE AGENCY to the MUNICIPALITY, which is attached hereto and incorporated herein by reference as APPENDIX C, shall not be changed without the written consent of the MUNICIPALITY, which consent will not be unreasonably withheld, conditioned, or delayed, unless such personnel ceases to be employed by CODE AGENCY or otherwise becomes unavailable due to the illness, disability, or other cause beyond CODE AGENCY's control. In the event that CODE AGENCY changes key personnel or subcontractors without the consent of the MUNICIPALITY, the MUNICIPALITY shall retain the right to terminate this AGREEMENT if not satisfied with the change of key personnel.

### **9. AUTHORITY TO PRACTICE/LICENSES.**

CODE AGENCY hereby represents and warrants that it and any subcontractors has and will continue to maintain all licenses and approvals required to conduct its business and to provide the SERVICES as required pursuant to this AGREEMENT.

### **10. NO SHARED EMPLOYEES OR AGENTS.**

CODE AGENCY shall not employ or contract with any current employee of the MUNICIPALITY to provide SERVICES contemplated under the terms of this AGREEMENT without the express written permission of the MUNICIPALITY.

### **11. TERMINATION.**

A. The MUNICIPALITY shall have the right to terminate this AGREEMENT at any time and for any reason, which termination shall be effective upon the MUNICIPALITY providing written notice to CODE AGENCY. In the event that the MUNICIPALITY elects to terminate this AGREEMENT during CODE AGENCY's performance of the SERVICES required hereunder CODE AGENCY shall be compensated for all SERVICES and ADDITIONAL SERVICES satisfactorily completed in an amount proportionate to the SERVICES actually provided by CODE AGENCY. Should fees and charges be "on account" but not yet applied to SERVICES, CODE AGENCY shall remit the unexpended balances of fees and charges "on account" but not yet applied to SERVICES so that MUNICIPALITY can transmit those "on account" fees and charges to the third party health code administrator who shall be undertaking those SERVICES.

B. CODE AGENCY shall have the right to terminate this AGREEMENT in the event of substantial failure by the MUNICIPALITY to perform in accordance with the terms hereof through no fault of CODE AGENCY. Without limiting the foregoing, if the MUNICIPALITY is more than ninety (90) days delinquent on any payment that is due and owing to CODE AGENCY, and which is not disputed by the MUNICIPALITY, such delinquency will constitute a substantial failure by the MUNICIPALITY to perform in accordance with the terms hereof. As a condition precedent to the CODE AGENCY's ability to terminate the AGREEMENT, CODE AGENCY shall have provided the MUNICIPALITY with written notice of the delinquency and provided the MUNICIPALITY with thirty (30) days in which to cure the delinquency. If CODE AGENCY terminates the AGREEMENT after meeting all conditions precedent, CODE AGENCY shall be compensated for all SERVICES and additional SERVICES satisfactorily completed in an amount proportionate to the SERVICES actually provided by CODE AGENCY. In the event of any disagreement over

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fees and charges as discussed in Section 7(B), above, CODE AGENCY may terminate this agreement upon ninety (90) days' written notice to the MUNICIPALITY.

### **12. INDEMNIFICATION OF MUNICIPALITY.**

A. CODE AGENCY and its subcontractors shall release, hold harmless, and indemnify the MUNICIPALITY, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) caused by the negligent acts, errors, or omissions of CODE AGENCY, its employees, subcontractors, agents, servants, and/or anyone acting under CODE AGENCY's control and/or CODE AGENCY's direction, in the performance of the requirements of this AGREEMENT. CODE AGENCY shall defend any lawsuit commenced against the MUNICIPALITY and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of CODE AGENCY or its subcontractors.

B. The MUNICIPALITY agrees to release, hold harmless, and indemnify CODE AGENCY, its officers, agents, and employees acting within the scope of their official duties, from and against damages, costs, and expenses (including reasonable attorneys' fees) only to the extent that such liabilities arise from an action which can be properly brought against the MUNICIPALITY as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42. Pa.C.S.A. §8541 *et. seq.* and in accordance with such limits of liability set forth in the Act. The MUNICIPALITY does not in any manner waive its rights and immunities provided by applicable law and/or regulation by entering into this AGREEMENT.

C. In the performance of this AGREEMENT, the MUNICIPALITY agrees to provide sufficient legal counsel to defend the MUNICIPALITY during any enforcement action taken on its behalf by CODE AGENCY. Legal counsel may be limited to a defense deemed to be in the best interest of the MUNICIPALITY. Said legal counsel shall not defend CODE AGENCY for liabilities other than those which are enjoined by both parties. CODE AGENCY may provide their own legal counsel in such circumstances. The MUNICIPALITY reserves the right to negotiate or enter into any settlement or agreement to resolve any potential litigation without the concurrence or approval of CODE AGENCY. Such determination is made in the sole judgment of the MUNICIPALITY.

### **13. INSURANCE.**

A. **INSURANCE TERMS.** Prior to and during the performance of any SERVICES covered by this AGREEMENT, CODE AGENCY shall provide the MUNICIPALITY within thirty (30) days of execution of this AGREEMENT, in a form reasonably acceptable to the Solicitor of the MUNICIPALITY, evidence that it has obtained and maintains in full force and effect during the term of this AGREEMENT a policy of professional liability insurance, providing coverage of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate against negligent acts, errors, or omissions in connection with the SERVICES to be provided by CODE AGENCY under this AGREEMENT. The MUNICIPALITY shall be provided thirty (30) days advance written notice of any cancellation of said professional liability insurance. In addition to professional liability insurance, CODE AGENCY shall obtain insurance of the types and amounts described as follows:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit of at least One Million Dollars (\$1,000,000.00) for each occurrence.
2. Commercial General Liability insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.
3. Worker's Compensation and Occupational Disease Disability Insurance as required by the laws of the Commonwealth of Pennsylvania.

B. **INSURANCE REQUIREMENTS.** CODE AGENCY shall cause the aforesaid insurance policies to be duly and properly endorsed by insurance underwriters as follows:

## **Appendix to the Request for Proposal**

1. To provide that the MUNICIPALITY is endorsed as additional insured on CODE AGENCY's Automobile Liability and Commercial General Liability insurance to the extent necessary to implement the indemnity obligations contained in the Indemnification Section of this AGREEMENT, subject to all policy terms, conditions, and exclusions.
2. To contain a standard and cross liability and severability clause.
3. To provide that aforesaid insurance shall be primary in all instances with respect to the MUNICIPALITY insurance, which shall be considered secondary or excess at all times, but only to the extent necessary to implement the indemnity obligations contained herein.
4. To provide contractual liability coverage under CODE AGENCY's Commercial General Liability insurance for liability assumed under the terms of the contract, subject to all policy terms, conditions, and exclusions.
5. To provide at least thirty (30) days prior written notice of cancellation or change in coverage.

C. **CONTRACTOR'S INSURANCE.** The MUNICIPALITY may require each independent contractor and subcontractor engaged by the CODE AGENCY in the performance of this AGREEMENT to provide appropriate insurance and to name the MUNICIPALITY and CODE AGENCY as a named insured and to include MUNICIPALITY and CODE AGENCY as an indemnified party in the applicable contracts.

### **14. FORCE MAJEURE.**

The MUNICIPALITY, CODE AGENCY, and CODE AGENCY's contractors shall not be held responsible for any delay, default, or nonperformance directly caused by an act of God, unforeseen adverse weather events, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of federal or state government, labor, material, equipment, or supply shortage. Notwithstanding the foregoing, such delays, defaults, or nonperformance shall result from matters that would not be reasonably foreseen by CODE AGENCY exercising reasonable due diligence and/or care.

### **15. DOCUMENT OWNERSHIP.**

A. The MUNICIPALITY shall become the owner of all drawings, plans, specifications, and all other documents submitted initially by CODE AGENCY pursuant to this AGREEMENT (hereafter referred to as "Instruments of Service"), except for any internal designs, details, or documents of CODE AGENCY which are proprietary to CODE AGENCY. At the request of the MUNICIPALITY, CODE AGENCY shall provide copies of all non-proprietary drawings, plans, specifications, and other documents produced, generated, or in the possession of CODE AGENCY in connection with the performance of this AGREEMENT. All documents shall be provided to the MUNICIPALITY in the appropriate digital format.

1. Notwithstanding the foregoing, CODE AGENCY does not convey to the MUNICIPALITY nor does the MUNICIPALITY obtain any right to any document or material utilized by CODE AGENCY that was created or produced separate from this AGREEMENT or was pre-existing material (not already owned by the MUNICIPALITY). To the extent that pre-existing materials are incorporated into the work, CODE AGENCY grants the MUNICIPALITY an irrevocable, non-exclusive, royalty-free right and/or license to use, execute, and reproduce the pre-existing material, but only as an inseparable part of the work. The MUNICIPALITY acknowledges and agrees that CODE AGENCY retains all rights to the know-how with respect to how to perform the services provided hereunder.
2. Copies of any applicable Instruments of Service that may be relied upon by the MUNICIPALITY are limited to printed copies (also known as hard copies) that are sealed, signed, and dated by CODE AGENCY's employees or the employees of CODE AGENCY's subcontractors. Files in electronic format of text, data, graphics, or of other types that are furnished by CODE AGENCY to the MUNICIPALITY, are only for the convenience of the MUNICIPALITY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
3. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the MUNICIPALITY agrees that it will perform acceptance tests or procedures within sixty (60) days after receipt of such data,

## ***Appendix to the Request for Proposal***

after which the MUNICIPALITY shall be deemed to have accepted the data thus transferred. CODE AGENCY shall correct any errors detected within the 60-day acceptance period at no additional cost to the MUNICIPALITY. However, CODE AGENCY shall not be responsible to maintain documents or data stored in electronic media format after acceptance by the MUNICIPALITY.

4. When transferring documents or data in electronic media format, CODE AGENCY makes no representations as to long-term compatibility, readability or usability of documents or data resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CODE AGENCY for this PROJECT.
5. Under no circumstances shall delivery of the electronic files for use by the MUNICIPALITY be deemed a sale by CODE AGENCY, and, to the fullest extent permitted by law, CODE AGENCY makes no warranties, express or implied, in connection with such electronic files, unless set forth more fully herein.

B. Any reuse by MUNICIPALITY of any document prepared by CODE AGENCY without written verification or adaption by CODE AGENCY for the specific purpose intended will be at the MUNICIPALITY's sole risk and without liability to CODE AGENCY or its subcontractors. Notwithstanding the foregoing, all drawings, plans, specifications, and other documents produced, generated, or in the possession of CODE AGENCY in the connection of the performance of this AGREEMENT may be reasonably relied upon by the MUNICIPALITY as having been prepared in accordance with the applicable standard(s) of care as such were paid for by the MUNICIPALITY for that purpose and thus may be relied upon in the future consistent with such standard(s) of care unless changes have been made.

In the event the MUNICIPALITY, its employees, permitted assigns, successors, other consultants or contractors, subsequently reproduces or otherwise uses CODE AGENCY's Instruments of Service or creates a derivative work based upon CODE AGENCY's Instruments of Service, the MUNICIPALITY shall, where permitted or required by law, remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Instruments of Service of the identity of CODE AGENCY, its employees and subcontractors.

### **16. REPORTS.**

CODE AGENCY, at such times and in such forms as the MUNICIPALITY may require, shall furnish the MUNICIPALITY such reasonable periodic reports and documents as it may request pertaining to any SERVICES undertaken pursuant to this AGREEMENT. All files for all permit holders are the property of the MUNICIPALITY and must be available to the MUNICIPALITY for inspection at all times.

### **17. REMEDIES.**

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof.

### **18. ENFORCEMENT COSTS.**

Before any litigation is brought pursuant to this AGREEMENT, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the president judge of the Franklin County Court of Common Pleas will be requested to appoint such mediator. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this AGREEMENT.

**Appendix to the Request for Proposal**

**19. NOTICES.**

Any notices required to be given in accordance with this AGREEMENT shall be in writing and delivered to the parties by certified mail or personal delivery. Notice that is mailed shall be sent to the following addresses:

If to the MUNICIPALITY:

Jeffrey Stonehill, Borough Manager  
Borough of Chambersburg  
100 S. Second Street  
Chambersburg, PA 17201

With copy sent to the Solicitor:

Bryan Salzman, Esq.  
Salzman Hughes, P.C.  
79 St. Paul Drive  
Chambersburg, PA 17201

If to CODE AGENCY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. APPLICABLE LAW / VENUE.**

This AGREEMENT shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, upon the conclusion of mediation as set forth above, shall be in the Franklin County Court of Common Pleas.

**21. AUDIT OF CODE ENFORCEMENT RECORDS.**

At any time during the term of this AGREEMENT, within fifteen (15) days of a written request from the MUNICIPALITY, CODE AGENCY agrees to make available to the MUNICIPALITY for audit and inspection such accounting and records maintained by CODE AGENCY in relation to the performance of SERVICES under this AGREEMENT.

**22. NON-DISCRIMINATION.**

CODE AGENCY shall not discriminate against any employee, applicant for employment, or any person seeking the SERVICES of the CODE AGENCY to be provided under this AGREEMENT on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**23. ASSIGNMENT.**

This AGREEMENT (including, without limitation, any rights under or interest in this agreement) shall not be assigned by either party without the express written consent of the other party hereto. The provisions of this Section shall survive the completion or termination of this AGREEMENT for any reason and shall remain enforceable between the parties.

**24. ENTIRE AGREEMENT / AMENDMENTS.**

This AGREEMENT, together with all Appendices referenced in the text hereof, contains the entire

***Appendix to the Request for Proposal***

AGREEMENT between the parties and no other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or bind any of the parties. This AGREEMENT cannot be modified, except by a written document signed by the parties hereto. The MUNICIPALITY'S approval at a public meeting shall be required to amend this AGREEMENT unless otherwise delegated to its designees.

**25. SEVERABILITY.**

If any term, provision, covenant, or condition of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

**26. CAPTIONS.**

The captions used herein are for convenience only and are not a part of this AGREEMENT and do not in any way limit, amplify, or modify the terms and provisions hereof.

**27. MULTIPLE COUNTERPARTS.**

This AGREEMENT may be signed in counterpart originals.

**28. NO OFFER.**

This AGREEMENT does not constitute an offer and shall not be binding on the parties unless and until executed by both parties.

**29. USE OF HEADINGS.**

The use of headings within this AGREEMENT are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this AGREEMENT.

**30. EFFECTIVE DATE.**

As used herein, the "Effective Date" shall mean the later of the MUNICIPALITY's execution date and CODE AGENCY execution date, each of which is set forth on the signature page hereof.

[Signature page follows.]

**Appendix to the Request for Proposal**

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the dates written below.

APPROVED BY THE MUNICIPALITY on \_\_\_\_\_, 2019.

ATTEST: \_\_\_\_\_ (CODE AGENCY)

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Title:

ATTEST: \_\_\_\_\_ (MUNICIPALITY)

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Title:

APPROVED AS TO FORM:

\_\_\_\_\_  
By:  
Solicitor

***Appendix to the Request for Proposal***

*SCOPE OF SERVICES*

**REQUEST FOR PROPOSALS (RFP)**  
**Borough of Chambersburg, PA**  
**THIRD PARTY HEALTH CODE ENFORCEMENT SERVICES**

**SERVICES SPECIFIC TO THE BOROUGH OF CHAMBERSBURG**

The following shall be those Services specific to the Borough of Chambersburg and shall comprise the Services to be rendered by the Successful Proposer pursuant to this RFP:

1. Maintain inspectors and inspection standards required by the Commonwealth of Pennsylvania
2. Enforce on behalf of the Borough of Chambersburg the Retail Food Safety Act, the Food Safety Act, and the Food Employee Certification Act
3. Have at least one (1) State qualified inspector available, such that the inspector will be qualified to perform Restaurant and Commercial Kitchen inspections
4. Every permit holder within the limits of the Borough of Chambersburg will be fully inspected at least once per year. ‘Fully inspected’ will include the initial on-site inspection and any follow-up inspections that are required to bring the facility into compliance with the Pennsylvania Code Chapter 78: Food Establishments
5. Enforce the Borough of Chambersburg Health Code
6. Be responsible for all subsidiary costs associated with this operation, including but not limited to CODE AGENCY staff salaries, the provision of licenses to the restaurants, office supplies, mailing, clerical support, etc.
7. Work with the Borough to provide good communication, training, and information for permit holders and potential new permit holders involved in the program
8. When dispatched, conduct emergency inspections of facilities and protect the public health.
9. Inspect all new facilities and temporary facilities prior to their opening to the public
10. Inform the Chambersburg Health Board of all matters and issues
11. Inspect and permit all special events in the Borough of Chambersburg
12. Work with small permit holders such as farmers’ market booths to help them understand the permits that are required, the fees for such permits, and compliance with all permit requirements
13. Work with non-profits, churches, flea markets, and other community organizations to help them understand the permits that are required, the fees for such permits, and compliance with all permit requirements

**Submission**

**REQUEST FOR PROPOSALS (RFP)  
Borough of Chambersburg, PA  
THIRD PARTY HEALTH CODE ENFORCEMENT SERVICES  
Health Code Enforcement**

***IMPORTANT TO INCLUDE THE FOLLOWING WITH YOUR PROPOSAL:***

**1. PROPOSAL COVER SHEET**

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Printed name of person familiar with proposal preparation** \_\_\_\_\_

**Phone number** \_\_\_\_\_

**Explanation of Costs associated with Health Inspection Program:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Hourly rate proposal for As Needed Complaint Based Health Code Enforcement Program:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Extra sheets may be added by proposer to supplement this information.*

**Submission**

**2. INSERT PROPOSER'S PROPOSED FEE SCHEDULE**

**(subject to adoption by the Town Council of the Borough of Chambersburg)**

Health Code Enforcement

**REQUEST FOR PROPOSALS (RFP)**  
**Borough of Chambersburg, PA**  
**THIRD PARTY HEALTH CODE ENFORCEMENT SERVICES**

**3. NON-DISCRIMINATION NOTICE**

During the term of the Contract, the Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, contractor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to ss 49.35 (relating to information concerning compliance by contractors). If contractor does not possess documents or records reflecting the

**Submission**

necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

- H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP)**  
**Borough of Chambersburg, PA**  
**THIRD PARTY HEALTH CODE ENFORCEMENT SERVICES**

**4. NON COLLUSION STATEMENT**

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion and/or fraud, and that no member of the Borough Council or any agent or employee of the Borough, directly or indirectly, is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Printed name of person familiar with proposal preparation** \_\_\_\_\_

**Phone number** \_\_\_\_\_

**Submission**

**REQUEST FOR PROPOSALS (RFP)  
Borough of Chambersburg, PA  
THIRD PARTY HEALTH CODE ENFORCEMENT SERVICES**

**5. ALL OTHER INFORMATION FOR DETERMINATION BY THE BOROUGH**